

<b>TO:</b> <b>Mail Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
---	---

In compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court for the District of Maryland on the following ☐ Patents or ☒ Trademarks:

DOCKET NO. RDB-11-CV-647	DATE FILED 3/9/11	U.S. DISTRICT COURT FOR THE DISTRICT OF MARYLAND
PLAINTIFF UNDER ARMOUR, INC.		DEFENDANT REAL WEAR (U.S.A.), INC., et al
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2 <i>see attached</i>		
3 <i>pg 8-17</i>		
4		
5		

In the above-entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1			
2			
3			
4			
5			

In the above-entitled case, the following decision has been rendered or judgment issued:

DECISION/JUDGMENT
-------------------

CLERK Felicia C. Cannon	(BY) DEPUTY CLERK <i>[Signature]</i>	DATE 3/10/11
----------------------------	---	-----------------

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
BALTIMORE DIVISION**

**UNDER ARMOUR, INC.**  
1020 Hull Street  
Baltimore, Maryland 21230,

Plaintiff,

v.

**REAL WEAR (U.S.A.), INC. DBA PURPLE  
ARMOUR**  
333 W. Trade Street, Suite 2100  
Charlotte, North Carolina 28202,

**TIFFANI DENISE DIGGS LEWIS**  
4312 Sugarstone Ln, Ste 131  
Charlotte, North Carolina 28269,

Defendants.

**RDB11 CV 647**

CIVIL ACTION NO. \_\_\_\_\_

**JURY TRIAL DEMANDED**

**COMPLAINT**

Plaintiff, Under Armour, Inc. (referred to as "Under Armour" along with its predecessors in interest and licensees), alleges as follows, upon actual knowledge with respect to itself and its own acts, and upon information and belief as to all other matters:

**NATURE OF THE ACTION**

1. This is a civil action for breach of contract, trademark infringement, false advertising, trademark dilution, cybersquatting, and unfair competition under the Lanham Act, 15 U.S.C. § 1051, *et seq.* and/or Maryland statutory and common law. Under Armour seeks equitable and monetary relief from Defendants' repeated, willful breaches of an agreement that Defendants entered into with Under Armour, as well as from Defendants' violation of Under Armour's trademark rights in its

famous UNDER ARMOUR name and mark, ARMOUR mark, and ARMOUR-family of marks—with the bad-faith intent to profit from those marks. Defendants’ use of their PURPLE ARMOUR and CHOOSE YOUR ARMOUR WISELY marks

REDACTED

infringe Under Armour’s trademark rights; dilute the distinctiveness of Under Armour’s famous UNDER ARMOUR and ARMOUR marks; and/or constitute cybersquatting and unfair competition. Defendants have also made certain false and misleading statements in connection with the promotion of their PURPLE ARMOUR products.

#### **PARTIES**

2. Plaintiff Under Armour is a Maryland corporation with a principal place of business at 1020 Hull Street, Baltimore, Maryland 21230.

3. Defendant Real Wear (U.S.A.), Inc. dba Purple Armour (“Real Wear dba Purple Armour”) is a North Carolina company with a place of business at 333 W. Trade Street, Suite 2100, Charlotte, North Carolina 28202.

4. Tiffani Denise Diggs Lewis aka Tiffani Denise Diggs (“Diggs Lewis”) is an individual residing at 4312 Sugarstone Ln, Ste 131, Charlotte, North Carolina 28269. Diggs Lewis is the President/Owner of Defendant Real Wear dba Purple Armour.

#### **JURISDICTION AND VENUE**

5. The Court has jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338(a) and (b). Because Under Armour is a citizen of the State of Maryland and the Defendants are citizens of North Carolina, and the matter in controversy exceeds

\$75,000, exclusive of interest and costs, the Court also has jurisdiction under 28 U.S.C. § 1332. The Court has supplemental jurisdiction over Under Armour's state law claims pursuant to 28 U.S.C. § 1367(a) because those claims are substantially related to its federal claims.

REDACTED

7. Additionally, the Court has personal jurisdiction over Defendants and venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because Under Armour is located and is being harmed in this District; Defendants conduct business in this District; and the activity about which Under Armour complains has taken place and is continuing to take place in this District, including but not limited to Under Armour's negotiations regarding and entry into the 2009 Agreement and Defendants' use of the infringing and dilutive trademarks and domain names to promote their products, which are directed to customers and potential customers in this District via Defendants and their websites.

#### **UNDER ARMOUR, ITS PRODUCTS, AND ITS FAMOUS TRADEMARKS**

8. Under Armour is one of the most successful, popular, and well-known athletic companies in the world.

9. Under Armour designs, develops, markets, sells, and distributes a wide variety of apparel, footwear, sports equipment, and accessories. Through Under Armour's innovative use of advanced engineering and technology, it has revolutionized the performance product industry.

10. Since at least as early as 1996, Under Armour has continuously used and promoted the distinctive UNDER ARMOUR trademark and name in connection with apparel products, including but not limited to t-shirts and other shirts.

11. Over the years, Under Armour has expanded its business to a wide range of other products, including but not limited to various accessories, sports equipment, and stickers. The distinctive UNDER ARMOUR mark/name has been used and promoted across Under Armour's extensive product line.

12. Among its many accessories, Under Armour has offered and promoted jewelry, including but not limited to watches, under the UNDER ARMOUR mark/name since at least as early as June 2007.

13. Under Armour has also offered and promoted stickers in connection with the UNDER ARMOUR mark/name since at least as early as 2001.

14. Under Armour has also used and promoted the ARMOUR mark per se in connection with its products—as well as numerous other ARMOUR-formative marks, including but not limited to UNDER ARMOUR, ARMOURBOUND, ARMOURFORM, ARMOURGUIDE, ARMOURLASTIC, ARMOURBLOCK, ARMOURFUSION, ARMOURGRIP, ARMOURLOFT, ARMOUR FLEECE, ARMOUR GRABTACK, ARMOUR REACTACK, ARMOUR STRETCH, BABY ARMOUR, ARMOURBITE, ARMOURGRIP, ARMOURLOFT, ARMOURSTORM, ARMOURZONE, ARMOUR STRETCH, UNDER ARMOUR UA WOMAN, UNDER ARMOUR UA GIRLS, UNDER

ARMOUR PERFORMANCE, UA UNDER ARMOUR FACTORY HOUSE, and UNDER ARMOUR ALL-AMERICA LACROSSE CLASSIC. These ARMOUR-formative marks have been used and promoted both individually and as a family of ARMOUR marks.

15. For example, Under Armour has used and promoted its UNDER ARMOUR, ARMOUR, ARMOURBLOCK, ARMOURBOUND, ARMOURFORM, ARMOURFUSION, ARMOURGRIP, ARMOURGUIDE, ARMOURLASTIC, ARMOURLOFT, ARMOURSTORM, ARMOURZONE, ARMOUR FLEECE, ARMOUR GRABTACK, ARMOUR REACTACK, ARMOUR STRETCH, and/or BABY ARMOUR marks as an ARMOUR-family of marks for apparel, footwear, and/or accessories.

16. Under Armour has sold billions of dollars worth of products under the UNDER ARMOUR mark/name, ARMOUR mark, and ARMOUR-family of marks (collectively, the "ARMOUR Marks"). Under Armour's products are promoted, offered, and sold in the U.S.A. in connection with these marks through a wide variety of retail means, including but not limited to thousands of retail stores. These retail stores include national, regional, independent, and specialty retailers such as *The Sports Authority*, *Dick's Sporting Goods*, *Modell's*, and *Nordstrom*.

17. Under Armour's products are also offered and sold in connection with its ARMOUR Marks through the websites and mail order catalogs of many of its retailers; Under Armour's own retail and factory UNDER ARMOUR stores; and Under Armour's websites, catalogs, and toll-free call center.

18. For years, Under Armour has spent tens of millions of dollars annually advertising and promoting its ARMOUR Marks and products. Under Armour has widely and extensively promoted its

ARMOUR Marks and products in the U.S.A. through virtually every available type of media, including but not limited to print publications, signage, television, and/or the Internet.

19. With respect to print publications and signage, Under Armour has advertised and promoted its ARMOUR Marks and products in a wide variety of nationally circulated magazines and newspapers, including but not limited to *Sports Illustrated*, *People*, *Cosmopolitan*, *Maxim*, *ESPN the Magazine*, *Playboy*, *Glamour*, *Men's Health*, *Runner's World*, *Shape*, *Women's Health*, *The New York Times*, *The Washington Post*, *USA Today*, *The Los Angeles Times*, and *The Chicago Tribune*. Further, these marks have been featured on billboards and other signage in various cities, including but not limited to Baltimore, Philadelphia, and Times Square in New York City. The marks are also prominently featured in stadium advertising, including but not limited to placement on the left outfield wall at Wrigley Field, on the "Green Monster" at Fenway Park, and on digital signage at Camden Yards.

20. Under Armour has advertised and promoted its ARMOUR Marks and products through television commercials, including a television commercial aired during the 2008 NFL Super Bowl, product placement in popular movies (such as Disney's "The Rookie," starring Dennis Quaid; Oliver Stone's "Any Given Sunday," starring Al Pacino and Jamie Foxx; "The Blind Side," starring Sandra Bullock; and "The Replacements," starring Keanu Reeves), national television programs, video games, and in coverage of sporting events featuring its branded products, among other means.

21. Under Armour also promotes and showcases its ARMOUR Marks and products on its websites. Under Armour's ARMOUR Marks and products are also advertised on many of its retailers' websites, including but not limited to the websites used by *The Sports Authority*, *Dick's Sporting Goods*, *Modell's*, and *Nordstrom*.

22. Sponsorships represent another significant form of advertising by Under Armour. Under Armour's ARMOUR Marks and products are promoted through high-profile athletes and teams competing at the professional, Olympic, and collegiate levels. For example, on the Olympic level, Under Armour is the Official Sponsor and Supplier of the US Freestyle Ski Team, Official Supplier of the US Ski Team, and Official Supplier of the US Bobsled & Skeleton Federation. At the collegiate level, Under Armour is the official outfitter of all athletic programs at the University of Maryland, and sponsors athletic teams at several other universities, including but not limited to Texas Tech University, the University of South Carolina, Auburn University, Johns Hopkins University, Boston College, University of Hawaii, University of Utah, University of South Florida, and University of Delaware.

23. Under Armour also sponsors and has sponsored hundreds of individual athletes, including established stars (e.g., Tom Brady, Lindsey Vohn, George St. Pierre, Jonathon Papelbon, Buster Posey, Brandon Jacobs, Ray Lewis, Santana Moss, Alfonso Soriano, Devin Hester, Hunter Mahan, and Heather Mitts) and next-generation stars (e.g., figure skating's Kimmie Meissner and the NBA's Brandon Jennings). Further, Under Armour sponsors a number of high-profile events, such as the ESPY Award Show on ESPN, the NFL Scouting Combine, and the Baltimore Marathon Running Festival.

24. In addition to its own substantial advertising and promotional activities, Under Armour and its ARMOUR Marks and products have received and continue to receive unsolicited media coverage. Indeed, many of the athletes, teams, and sporting events sponsored by Under Armour appear on nationally broadcast television programs and in widely circulated publications, exposing tens of millions of consumers to the ARMOUR Marks. Moreover, Under Armour has received



numerous awards for its commercial success in connection with the development of its innovative and technologically enhanced performance products.

25. Because of Under Armour's extensive and continuous use and advertising of its ARMOUR Marks, the public has been exposed to, and for years has recognized, marks containing the distinctive term "ARMOUR" for apparel, footwear, sports equipment, accessories, and related products and services, as uniquely associated with Under Armour.



26. As a result of the distinctive nature, and thus inherent strength, of the ARMOUR Marks as applied to Under Armour's products; the widespread advertising, publicity, promotion, and sales of the ARMOUR products; and Under Armour's longstanding and extensive use of those marks, the ARMOUR Marks have been well known and famous for many years.

27. In *Under Armour, Inc. v. Bode*, Opp. No. 91178653 (TTAB May 21, 2009), the Trademark Trial and Appeal Board of the United States Patent and Trademark Office (PTO) expressly acknowledged the fame of the UNDER ARMOUR mark in the field of clothing and sporting goods.

#### **UNDER ARMOUR'S TRADEMARK FILINGS FOR ITS FAMOUS TRADEMARKS**

28. In addition to its strong common-law rights in the UNDER ARMOUR mark, Under Armour owns the following federal registrations and applications for the UNDER ARMOUR mark in the U.S.A. alone:

<b>Mark</b>	<b>Reg./Appln. No.</b>	<b>Reg./Filing Date</b>	<b>Products/Services</b>
UNDER ARMOUR	3178549	11/28/06	Athletic footwear in Class 25

Mark	Reg./Appln. No.	Reg./Filing Date	Products/Services
UNDER ARMOUR	3712052	11/17/09	Ankle socks, athletic uniforms, baseball caps, baseball shoes, baseball uniforms, baselayer bottoms, baselayer tops, beach footwear, boxer briefs, boxer shorts, briefs, capri pants, children's headwear, coats, dresses, fleece pullovers, football shoes, footwear, foul weather gear, golf caps, golf shirts, golf trousers, hooded pullovers, hunting vests, jogging pants, knit shirts, men's socks, mittens, moisture-wicking sports bras, moisture-wicking sports pants, moisture-wicking sports shirts, polo shirts, rain jackets, rain trousers, rainproof jackets, rainwear, running shoes, short-sleeved or long-sleeved t-shirts, short-sleeved shirts, ski bibs, ski gloves, ski jackets, ski pants, ski wear, skorts, sleeveless jerseys, snow pants, snowboard gloves, snowboard mittens, snowboard pants, soccer boots, sport shirts, sports bras, sports jerseys, sports pants, sports shirts, sweat bands, sweat pants, tennis wear, thongs, thongs, training shoes, undershirts, unitards, visors, waterproof jackets and pants, wind pants, wind resistant jackets, wind shirts in Class 25
 UNDER ARMOUR	3663142	08/04/09	Full line of athletic clothing, headwear, footwear, gloves in Class 25
UNDER ARMOUR	3638277	06/16/09	Online retail store services featuring apparel, footwear, sporting goods, eyewear, headwear, wrist bands, sweat bands, belts, gloves, hand-warmers, plastic water bottles sold empty, watches, sports bags, tote bags, travel bags, backpacks, golf bags, messenger bags, duffel bags, shoe bags for travel, toiletry bags sold empty, wheeled bags, waist packs, sling bags, umbrellas, towels, posters; mobile retail store services featuring apparel, footwear, and sporting goods in Class 35
UNDER ARMOUR	3712050	11/17/09	All purpose sport bags, all-purpose athletic bags, athletic bags, bags for sports, daypacks, golf umbrellas, hiking bags, shoe bags for travel, umbrellas in Class 18
 UNDER ARMOUR	77721805	04/24/09	Clothing, namely, shirts, pants, shorts; footwear in Class 25







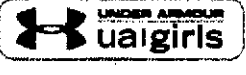
Mark	Reg./Appln. No.	Reg./Filing Date	Products/Services
UNDER ARMOUR	2279668	09/21/99	Clothing, namely, t-shirts, long sleeve shirts, mock turtle necks, hats, shorts, shirts, leggings, jersey's, pants, headwear for winter and summer, under wear, tank tops (male and female), winter caps, sweat shirts/pull overs, womens bra in Class 25
UNDER ARMOUR	2917039	01/11/05	Wristbands, headbands, rain suits, jackets, socks, skirts, athletic sleeves, hoods, skull wraps, skull caps, vests, hats, shorts, shirts, leggings, pants, headwear for winter and summer, underwear, tank tops, bras, girdles in Class 25
UNDER ARMOUR	3052160	01/31/06	Chin straps for use with protective helmets in Class 9; toiletry kits, sold empty in Class 18; sports bottles, sold empty in Class 21; lanyards for holding mouthpieces, water bottles, eyeglasses, badges, or keys in Class 22; sports towels in Class 24; gloves in Class 25
UNDER ARMOUR	3174498	11/21/06	Sport bags, travel bags, duffel bags, backpacks, sack pacs in Class 18
UNDER ARMOUR	3375771	01/29/08	Retail store services featuring apparel and sporting goods in Class 35
UNDER ARMOUR	3500322	09/09/08	Eyewear, namely, sunglasses, lenses for sunglasses, and visors for use with helmets in Class 9
UNDER ARMOUR	3500323	09/09/08	Watches in Class 14
UNDER ARMOUR	3501771	09/16/08	Bottled water in Class 32
UNDER ARMOUR ALL-AMERICA LACROSSE CLASSIC	3538889	11/25/08	Entertainment services, namely, lacrosse games rendered live and for the purpose of distribution through broadcast media in Class 41
UNDER ARMOUR	3586005	03/10/09	Entertainment services, namely, organizing and conducting an array of athletic events rendered live and recorded for the purpose of distribution through broadcast media in Class 41
UNDER ARMOUR	3622787	05/19/09	Magnetic coded gift cards; electronic gift cards in Class 9
UNDER ARMOUR	3642614	06/23/09	Full line of athletic clothing in Class 25

8 #5

Mark	Reg./Appln. No.	Reg./Filing Date	Products/Services
UNDER ARMOUR	3700135	10/20/09	Clothing for athletic use, namely, padded shirts, padded pants, padded shorts, padded elbow compression sleeves in Class 25; Golf bags, bags specially adapted for sports equipment, golf gloves, batting gloves, football gloves, lacrosse gloves, mouth guards for athletic use, cases for holding athletic mouth guards, athletic equipment, namely, guards for the lips, chin pads for athletic use, knee pads for athletic use, elbow pads for athletic use, forearm pads for athletic use, shin guards for athletic use, football girdles, jock straps in Class 28
UNDER ARMOUR	3722377	12/08/09	Football towels, golf towels, towels in Class 24
UNDER ARMOUR	3777929	04/20/10	Messenger bags, tote bags, wristlet bags in Class 18
UNDER ARMOUR	3812080	06/29/10	Baseball and softball equipment for catchers, namely, catchers' helmets in Class 9; baseball and softball equipment for catchers, namely, face masks, chest protectors, leg guards, knee supports, and replacement parts for the foregoing goods in Class 28
UNDER ARMOUR	3826168	07/27/10	Medical device, namely, intra-oral apparatus for spacing the occlusal surfaces of teeth in Class 10
UNDER ARMOUR COMBINES	3835958	08/17/10	Athletic testing, namely, testing the physical performance of athletes for sports training purposes, athletic scoring, namely, scoring the results of measured athletic performance for sports training purposes, athletic training and instruction in the field of sports in Class 41
UNDER ARMOUR	3851123	09/21/10	Athletic testing, namely, testing the physical performance of athletes for sports training purposes; athletic scoring, namely, scoring the results of measured athletic performance for sports training purposes; athletic training and instructional in the field of sports in Class 41
UNDER ARMOUR	3901624	01/04/11	Briefcases specially adapted for holding laptop computers, backpacks specially adapted for holding laptop computers, armbands specially adapted for holding mp3 players and cellular phones in Class 9

Mark	Reg./Appln. No.	Reg./Filing Date	Products/Services
UNDER ARMOUR	77204292	06/12/07	Sporting goods, namely sports balls in Class 28
UNDER ARMOUR	77688506	03/11/09	Magazines in the field of sports and recreational activities, posters, stickers in Class 16
UNDER ARMOUR	77690683	03/13/09	Cases for spectacles and sunglasses, eyeglasses, eyewear, frames for spectacles, goggles for sports in Class 9
UNDER ARMOUR	77779844	07/13/09	Bandanas, baseball shoes, basketball sneakers, beachwear, bib overalls for hunting, bikinis, camouflage gloves, camouflage jackets, camouflage pants, camouflage shirts, camouflage vests, cleats for attachment to sports shoes, fishing shirts, football shoes, golf shorts, hunting jackets, hunting pants, hunting shirts, martial arts uniforms, men's dress socks, mixed martial arts suits, sneakers, swimwear, volleyball jerseys, yoga pants, yoga shirts in Class 25
UNDER ARMOUR	77780386	07/14/09	Baseball bat bags, field hockey gloves, field hockey stick bags, lacrosse stick bags, running gloves, softball bat bags in Class 28
UNDER ARMOUR PERFORMANCE MOUTHWEAR	77787148	07/22/09	Medical device, namely, intra-oral apparatus for spacing the occlusal surfaces of teeth in Class 10
UNDER ARMOUR PERFORMANCE MOUTHWEAR	77787377	07/22/09	Athletic equipment, namely, mouth guards in Class 28
UNDER ARMOUR	77812483	08/25/09	Carbonated waters, drinking water, drinking water with vitamins, energy drinks, flavored bottled water, herbal juices, isotonic beverages, isotonic drinks, sports drinks in Class 32
UNDER ARMOUR	77812569	08/25/09	Vitamin fortified beverages, protein supplements in the form of beverages, nutritionally fortified beverages, nutritional drinks used for meal replacement, meal replacement drinks, dietary supplemental drinks, dietary supplemental drinks in the nature of vitamin and mineral beverages in Class 5

7 #5

Mark	Reg./Appln. No.	Reg./Filing Date	Products/Services
 UNDER ARMOUR	2509632	11/20/01	Clothing, namely, shirts, hats, pants, t-shirts, underwear, brassiere and shorts in Class 25
 UNDER ARMOUR	2954369	05/24/05	Wristbands, headbands, rain suits, jackets, socks, skirts, athletic sleeves, hoods, skull wraps, skull caps, vests, hats, shorts, shirts, leggings, pants, headwear for winter and summer, underwear, tank tops, bras, girdles in Class 25
 UNDER ARMOUR	2991124	09/06/05	Sport bags, travel bags, duffel bags, backpacks, sack pacs, and reservoir backpacks in Class 18
 UNDER ARMOUR	3081173	04/18/06	Chin strap pads for use with protective helmets in Class 9; toiletry kits, sold empty in Class 18; sports bottles, sold empty in Class 21; sports towels in Class 24; Gloves in Class 25
 UNDER ARMOUR	3138451	09/05/06	Clothing, namely, vests, gloves, jackets and shirts in Class 25
 UNDER ARMOUR uawoman	3556268	01/06/09	Full line of athletic clothing in Class 25
 UNDER ARMOUR uagirls	3646428	06/30/09	Clothing, namely, shirts, long-sleeved shirts, t-shirts, tank tops, mock turtlenecks, sleeveless jerseys, bras, sport bras, jackets, pants, capri pants, capris, shorts, skorts, and clothing for athletic use, namely, padded shorts in Class 25
MOTHER NATURE MADE IT. UNDER ARMOUR MADE IT BETTER.	85015895	04/16/10	Clothing, namely, tops, bottoms, shirts, sweat shirts, hooded sweatshirts, pants, sweatpants, shorts, socks, baseball caps, beanies, headbands, scarves, jackets, underwear, bras; footwear; headwear in Class 25

Mark	Reg./Appln. No.	Reg./Filing Date	Products/Services
MOTHER NATURE MADE IT. UNDER ARMOUR MADE IT BETTER.	85015981	04/16/10	Retail store services featuring apparel, footwear, headwear, and sporting goods, online retail store services featuring apparel, footwear, headwear, and sporting goods, mobile retail store services featuring apparel, footwear, headwear, and sporting goods in Class 35
UA UNDER ARMOUR FACTORY HOUSE	3474912	06/19/07	Retail store services featuring apparel and sporting goods Class 35
UNDER ARMOUR	77938504	02/18/10	Bath towels, beach towels, bed blankets, bed sheets, bed skirts, bed spreads, blanket throws, blankets for outdoor use, comforters, hand towels, lap blankets, pillow cases in Class 24
UNDER ARMOUR	77939716	02/19/10	Balls for sports, baseballs, basketballs, footballs, rugby balls, soccer balls, softballs, sport balls, volleyballs in Class 28
UNDER ARMOUR	85132296	09/17/10	Lacrosse sticks, lacrosse stick heads, lacrosse stick shafts, lacrosse stick handles, lacrosse gloves, lacrosse arm guards, lacrosse shoulder pads, lacrosse elbow pads, and replacement parts for the foregoing goods in Class 28
UNDER ARMOUR	85132398	9/17/10	Protective helmets for sports, lacrosse helmets, baseball and softball batting helmets, protective eyewear, namely, lacrosse goggles in Class 9
UNDER ARMOUR	85187163	11/30/10	Spray cleaners for freshening athletic mouth guards in Class 3
UNDER ARMOUR COMBINE	85027512	04/30/10	Clothing, namely, shirts, t-shirts, and shorts, all used in connection with combine training and combine events, footwear used in connection with combine training and combine events in Class 25

29. The federal trademark registrations listed above are prima facie evidence of Under Armour's ownership and the validity of the UNDER ARMOUR mark. Further, many of these registrations are incontestable, and thus constitute conclusive evidence of Under Armour's exclusive

right to use the UNDER ARMOUR mark for the products and services specified in those registrations pursuant to 15 U.S.C. §§ 1065 and 1115(b).

30. Under Armour also owns numerous federal registrations and applications for the ARMOUR per se mark and other ARMOUR-formative marks in the U.S.A., including but not limited to the following:

Mark	Reg./Appl. No.	Reg./Filing Date	Products/Services
ARMOUR	77568735	09/12/08	Footwear, excluding golf footwear in Class 25
ARMOURLASTIC	3584365	03/03/09	Footwear in Class 25
ARMOURGUIDE	3596241	03/24/09	Footwear in Class 25
ARMOURBOUND	3599836	03/31/09	Footwear in Class 25
ARMOURFORM	3655849	07/14/09	Footwear in Class 25
ARMOUR ONE	85109522	08/17/10	Mobile retail store services featuring apparel, footwear, headwear, and sporting goods in Class 35
ARMOUR GRABTACK	77871847	11/13/09	All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, athletic bags, backpacks, bags and holdalls for sports clothing, bags for sports, book bags, briefcases, daypacks, drawstring bags, duffel bags, gym bags, hiking bags, hunting bags, messenger bags, overnight bags, ruck sacks, shoe bags for travel, shoulder bags, sling bags, sport bags, sports bags, toiletry bags sold empty, tote bags, wheeled bags, wheeled duffel bags, wheeled tote bags, wristlet bags in Class 18



16 #5

Mark	Reg./Appl. No.	Reg./Filing Date	Products/Services
BABY ARMOUR	85066386	06/18/10	Baby bibs not of paper, baby bodysuits, baby bottoms, baby tops, beanies, children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments, children's headwear, footwear, hats for infants, babies, toddlers and children, head wear, hooded pullovers, hooded sweat shirts, infant and toddler one piece clothing, infant sleepers, infant wear, infants' trousers, jackets, jumpers, one piece garment for infants and toddlers, pants, play suits, shirts, short-sleeved shirts, shorts, sweat pants, sweat shirts, sweat suits, tank tops, tops in class 25
ARMOUR	3392904	03/04/08	Clothing, excluding golf clothing, namely, shorts, shirts, polo shirts, pants, jackets, vests and gloves in Class 25
ARMOUR	3720012	12/01/09	Clothing, excluding golf clothing, namely, hooded sweat shirts, crew neck shirts, long sleeve shirts, pullover shirts, and sweat pants In Class 25
ARMOUR	3766130	03/30/10	Protective athletic cups in Class 28
ARMOURBLOCK	3069215	03/14/06	Gloves, socks, hoods, shirts, T-shirts, leggings, pants, headwear for winter, underwear, and tank tops in Class 25
ARMOUR STRETCH	3504324	09/23/08	Jackets, pullovers, vests, gloves in Class 25
ARMOUR FLEECE	3510702	10/07/08	Jackets, pants in Class 25
BABY ARMOUR	3541792	12/02/08	Children's clothing, namely, socks, cloth eating bibs, bib overalls, and hats in Class 25
ARMOURSTORM	3622968	05/19/09	Bib overalls, coats, gloves, jackets, mittens, pants in Class 25
ARMOURFUSION	3646904	06/30/09	Sunglasses in Class 9
ARMOURLOFT	3662480	08/04/09	Jackets, vests in Class 25
ARMOUR GRABTACK	3684393	09/15/09	Football gloves in Class 28
ARMOUR REACTACK	3684394	09/15/09	Football gloves in Class 28
ARMOURBITE	3791431	05/18/10	Athletic equipment, namely, mouth guards in Class 28
ARMOURBITE	3791434	05/18/10	Medical device, namely, intra-oral apparatus for spacing the occlusal surfaces of teeth in Class 10
ARMOURZONE	3800485	06/08/10	Jackets, pants, ski jackets, ski pants, snow pants, snowboard pants in Class 25
ARMOURSIGHT	3861988	10/12/10	Eyewear, sunglasses, lenses for sunglasses in Class 9

1 #

Mark	Reg./Appln. No.	Reg./Filing Date	Products/Services
ARMOURGRIP	3880602	11/23/10	Leggings, long-sleeved shirts, moisture-wicking sports shirts, pants, shirts, short-sleeved shirts, socks, t-shirts in Class 25
ARMOUR	77938185	02/17/10	Towels, sports towels, football towels, golf towels, blankets for outdoor use in Class 24
ARMOUR	77946960	03/01/10	Lanyards for holding mouthpieces, water bottles, eyeglasses, sunglasses, badges, event tickets, flashlights, or keys in Class 22
ARMOUR	77946984	03/01/10	Knee pads for athletic use, personal exercise mats in Class 28
ARMOUR	85087451	07/19/10	Clothing, excluding golf clothing, namely, socks, bras, scarves, headwear, hats, caps, baseball caps, visors, beanies, headbands, neck gaiters, mittens, hand-warmers, belts, football cleats in Class 25
ARMOUR STEALTH	77372773	01/16/08	Jackets, bib overalls, pants in Class 25
MY ARMOUR	77501584	06/18/08	Retail store services featuring apparel and sporting goods in Class 35
ARMOUR BRA	77585131	10/03/08	Bras in Class 25
ARMOUR ELITE	77947027	03/01/10	Briefcases, duffel bags, messenger bags, wheeled bags in Class 18
ARMOURFIT	77776608	07/08/09	Socks in Class 25
ARMOURCHILL	85024329	04/27/10	Clothing, namely, beanies, coats, hats, headwear, moisture wicking sports pants, moisture wicking sports shirts, scarves, sweat pants, shirts, sweat shirts, hooded sweat shirts, crew necks, vests, jackets, pants and capri pants in Class 25
ARMOURFORM	77927375	02/03/10	Shin guards for athletic use in Class 28
ARMOURGRID	85076371	07/01/10	Jerseys, pants, shorts, clothing, namely, athletic uniforms in Class 25
ARMOURMESH	85206009	12/27/10	Baseball gloves, football gloves, work-out gloves in Class 28
ARMOUR ACCESS	85150763	10/12/10	All purpose sport bags, all-purpose athletic bags, athletic bags, backpacks, bags and holdalls for sports clothing, bags for sports, briefcases, daypacks, duffel bags, hiking bags, hunting bags, messenger bags, sack packs, namely, drawstring bags used as backpacks, sport bags, sports bags, sportsman's hunting bags, tote bags, travel bags, wheeled bags in Class 18
ARMOUR SELECT	77946942	03/01/10	Backpacks, duffel bags, sack pacs in Class 18

Mark	Reg./Appln. No.	Reg./Filing Date	Products/Services
GAMEDAY ARMOUR	85052902	06/02/10	Clothing, namely, shirts, t-shirts, sweat shirts, hooded sweat shirts, long-sleeved shirts, short-sleeved shirts, shorts, pants, footwear, headwear, clothing for athletic use, namely, padded shorts, clothing for athletic use, namely, padded pants, clothing for athletic use, namely, padded shirts, clothing for athletic use, namely, padded elbow compression sleeves being part of an athletic garment in Class 25
GAMEDAY ARMOUR	85053123	06/02/10	Knee pads for athletic use, mouth guards for athletic use, athletic equipment, namely, guards for the lips, shin guards for athletic use, chin pads for athletic use, football girdles, protective athletic cup in Class 28
SMART ARMOUR	77671124	02/16/09	Capri pants, capris, jackets, pants, shirts, shorts, t-shirts, underwear in Class 25

31. The federal trademark registrations above are prima facie evidence of Under Armour's ownership of the registered marks and of their validity. Further, many of these registrations are incontestable, and thus constitute conclusive evidence of Under Armour's exclusive right to use the registered marks for the products and services specified in those registrations pursuant to 15 U.S.C. §§ 1065 and 1115(b).

32. Under Armour also owns the following Maryland state registrations for the UNDER ARMOUR mark/name:

Mark	Reg./Appln. No.	Reg./Filing Date	Products/Services
UNDER ARMOUR	2009-0055	05/01/09	Footwear, athletic footwear, clothing, namely, shirts, shorts, pants, headwear, hats, baseball hats, caps, t-shirts, long sleeve shirts, short sleeve shirts, polo shirts, sweatpants, sweatshirts, hooded sweatshirts, jerseys, turtle necks, mock turtle necks, pullovers, underwear, brassieres, headbands, wristbands, socks, athletic socks, dress socks, skirts, skorts, athletic sleeves, hoods, skull wraps, skull caps, vests, leggings, tank tops, bras, sports bras, girdles, gloves, belts, hand-warmers, jackets, coats, unitards, baby clothing, bib overalls, snow pants, moisture-wicking shirts, compression shirts, compression pants, compression shorts, long underwear; full line of athletic clothing; clothing for athletic use, namely, padded shirts, padded pants, padded shorts, padded elbow compression sleeves in Class 39
UNDER ARMOUR	2009-0058	05/01/09	Retail, online retail, and mobile retail store services featuring apparel, footwear, sporting goods, and accessories in Class 53
UNDER ARMOUR	2009-0059	05/01/09	Bags, sport bags, travel bags, duffel bags, backpacks, sack pacs, reservoir backpacks, toiletry kits, sold empty, golf bags, bags specially adapted for sports equipment in Class 3
UNDER ARMOUR	2009-0056	05/01/09	Sunglasses, lenses for sunglasses, visors for use with helmets, watches, lanyards for holding mouthpieces, water bottles, eyeglasses, badges, or keys, magnetic coded gift cards, electronic gift cards, sports towels in Class 50
UNDER ARMOUR	2009-0057	05/01/09	Chin straps for use with protective helmets, sports gloves, golf gloves, batting gloves, football gloves, lacrosse gloves, mouth guards for athletic use, athletic equipment, namely, guards for the lips, chin pads for athletic use, knee pads for athletic use, elbow pads for athletic use, forearm pads for athletic use, shin guards for athletic use, football girdles, protective athletic cups, jock straps, sports bottles, sold empty in Class 22

### **DEFENDANTS AND THEIR WRONGFUL ACTIVITIES**

33. In or around late 2008, Under Armour learned that Defendant Diggs Lewis (then Tiffani Denise Diggs) had filed a trademark application at the United States Patent and Trademark Office (PTO) to register the mark PURPLE ARMOUR for “men’s, women’s and children’s clothing, namely, t-shirts, jackets, pants, shirts, coats, bandannas, sweatshirts, underwear, boxer shorts, and headwear.” That application was assigned Serial No. 77/294,458 (the “First Application”). Printouts from the U.S. PTO’s website with the filing details for the First Application are attached as Exhibit B.

34. Under Armour also learned that Defendants were using and promoting the PURPLE ARMOUR mark/name and CHOOSE YOUR ARMOUR WISELY mark in connection with apparel on their websites at the domain names PURPLEARMOUR.NET and SATANCANTSTANDME.COM. Defendant Tiffany Diggs Lewis was and is still the registrant of those domain names. Current and historical WHOIS printouts for the PURPLEARMOUR.NET domain name showing this ownership information are attached as Exhibit C.

35. On January 8, 2009, Under Armour sent an email to Diggs Lewis objecting to Defendants’ use and attempt to register the PURPLE ARMOUR mark and any other ARMOUR-formative marks on the ground that such use and registration was likely to cause confusion with and dilute the distinctiveness of Under Armour’s ARMOUR Marks. The parties then engaged in several months of settlement discussions.

On April 13, 2009, Under Armour and Defendants entered into the 2009 Agreement attached as Exhibit A.

REDACTED

REDACTED

38. In or around January 2011, Under Armour learned that Defendants had breached the 2009 Agreement in multiple ways, that Defendants were again violating Under Armour's valuable rights in its ARMOUR Marks, and that Defendants were making certain false and misleading statements on their websites at the domain names PURPLEARMOUR.COM and PURPLEARMOUR.NET.

REDACTED

REDACTED

REDACTED

46. Additionally, Defendants have falsely and misleadingly claimed in the “Terms of Use” section of their websites that “All trademarks, service marks and trade names of www.purplearmour.com used in the site are trademarks or *registered trademarks* of www.purplearmour.com (emphasis added).”

REDACTED

47. After learning of Defendants’ multiple, willful breaches of the 2009 Agreement, in-house counsel for Under Armour attempted to contact Diggs Lewis several times by telephone to discuss the violations. Diggs Lewis did not return any of counsel’s calls.

48. As a result of Diggs Lewis’s non-responsiveness, Under Armour was forced to retain outside counsel to follow up with Diggs Lewis. On January 19, 2011, outside counsel for Under Armour sent Defendants a letter detailing each of their various breaches of the 2009 Agreement. In response to that letter, Defendants and Under Armour’s counsels again engaged in months of settlement discussions at significant cost to Under Armour, which eventually resulted in Defendants taking some steps to purportedly bring themselves into partial compliance with the 2009 Agreement.

Defendants have failed, however, to address many of their other violations of the 2009 Agreement.

REDACTED



REDACTED

50. Defendants had actual and constructive knowledge of Under Armour's rights in its ARMOUR Marks, and used, registered, and/or attempted to register Defendants' PURPLE ARMOUR mark, CHOOSE YOUR ARMOUR WISELY mark, and the Domain Names in bad faith to take advantage of the tremendous reputation and goodwill of Under Armour and its famous trademarks.

51. Defendants knew or should have known that Defendants' PURPLE ARMOUR mark, CHOOSE YOUR ARMOUR WISELY mark, and the Domain Names were (and are) infringing and dilutive. Thus, Defendants acted knowingly, willfully, maliciously, wantonly, fraudulently, in reckless regard of the truth, and in bad faith.

52. Defendants have each actively participated in the unlawful acts described above, or otherwise caused or contributed to the occurrence of those acts.

#### **INJURY TO UNDER ARMOUR AND THE PUBLIC**

53. Defendants' unauthorized use of Defendants' PURPLE ARMOUR name/mark, CHOOSE YOUR ARMOUR WISELY mark, and Domain Names REDACTED is likely to cause confusion, mistake, and deception as to the source or origin of Defendants and/or their products, and is likely to falsely suggest a sponsorship, connection, or association of Defendants, their products, and/or their commercial activities with Under Armour.

54. Defendants' unauthorized use of Defendants' PURPLE ARMOUR name/mark, CHOOSE YOUR ARMOUR WISELY mark, and Domain Names REDACTED has damaged and irreparably injured, and, if permitted to continue, will further damage and irreparably injure Under Armour and its ARMOUR Marks.

55. Defendants' unauthorized use Defendants' PURPLE ARMOUR name/mark, CHOOSE YOUR ARMOUR WISELY mark, and Domain Names REDACTED has irreparably injured, and, if permitted to continue, will continue to irreparably injure the public, who has an interest in being free from confusion.

56. Defendants' actions described above have diluted and will continue to dilute the distinctiveness and value of Under Armour's famous ARMOUR Marks and thus will further damage and irreparably injure Under Armour and its ARMOUR Marks.

57. Defendants' false and/or misleading statements, individually and collectively, are material and irreparably injure the public and Under Armour by deceiving consumers into mistakenly believing that Defendants' "trademarks" and products have qualities and characteristics that they do not.

58. Defendants' false and/or misleading statements, individually and collectively, have caused, and if not enjoined, will continue to cause actual and irreparable harm to Under Armour.

59. Defendants knew or should have known that their activities described above violated the 2009 Agreement, were infringing and dilutive, constituted cybersquatting, and that their advertising claims were false and/or misleading, and thus Defendants acted knowingly, willfully, in reckless regard of the truth, and in bad faith.

**FIRST CLAIM FOR RELIEF**  
**Breach of Contract**

60. Under Armour repeats and realleges each and every allegation set forth in Paragraphs 1 through 59 of this Complaint.

61. The 2009 Agreement is valid, binding, and enforceable by Under Armour against Defendants.

62. Defendants materially and repeatedly breached, and continue to be in material breach, of the 2009 Agreement as a result of their actions described above.

63. Under Armour has suffered damages that were proximately caused by Defendants' material breaches of the 2009 Agreement.

**SECOND CLAIM FOR RELIEF**  
**Trademark Infringement Under**  
**Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1)**

64. Under Armour repeats and realleges each and every allegation set forth in Paragraphs 1 through 63 of this Complaint.

65. Without Under Armour's consent, Defendants used and continue to use in commerce reproductions, copies, and colorable imitations of Under Armour's registered ARMOUR Marks in connection with the offering, distribution, and advertising of goods and services, which is likely to cause confusion, or to cause mistake, or to deceive, in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

**THIRD CLAIM FOR RELIEF**  
**Trademark Infringement, False Designation**  
**of Origin, Passing Off, and Unfair Competition**  
**Under Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A)**

66. Under Armour repeats and realleges each and every allegation set forth in Paragraphs 1 through 65 of this Complaint.

67. Defendants' actions, as described above, are likely to cause confusion, or to cause mistake, or to deceive as to the origin, sponsorship, or approval of Defendants, their products, and/or their commercial activities by or with Under Armour, and thus constitute trademark infringement, false designation of origin, passing off, and unfair competition in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

**FOURTH CLAIM FOR RELIEF**  
**False Advertising in Violation of Federal Law**  
**Under Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B)**

68. Under Armour repeats and realleges each and every allegation set forth in Paragraphs 1 through 67 of this Complaint.

69. Defendants' actions, as described above, constitute false and misleading descriptions and misrepresentations of fact in commerce which, in commercial advertising and promotion misrepresent the nature, characteristics, and qualities of Defendants' products and/or Under Armour's products in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

**FIFTH CLAIM FOR RELIEF**  
**Trademark Dilution Under Section**  
**43(c) of the Lanham Act, 15 U.S.C. § 1125(c)**

70. Under Armour repeats and realleges each and every allegation set forth in Paragraphs 1 through 69 of this Complaint.

71. Under Armour's ARMOUR Marks are famous, as that term is used in 15 U.S.C. § 1125(c), and were famous prior to Defendants' first use of their PURPLE ARMOUR mark/name, CHOOSE YOUR ARMOUR WISELY mark, and the Domain Names, based on, among other things, the inherent distinctiveness and federal registration of Under Armour's ARMOUR Marks and the extensive nationwide use, advertising, promotion, and recognition of those marks.

72. Defendants' actions, as described above, are likely to dilute the distinctive quality of Under Armour's famous and well-known ARMOUR Marks in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), as amended by the Trademark Dilution Revision Act of 2006.

**SIXTH CLAIM FOR RELIEF**  
**Cybersquatting Under Section**  
**43(d) of the Lanham Act, 15 U.S.C. § 1125(d)**

73. Under Armour realleges and incorporates by reference Paragraphs 1 through 72 as though fully set forth here.

74. Defendants have registered and/or used the Domain Names with a bad-faith intent to profit from Under Armour's ARMOUR Marks.

75. Under Armour's ARMOUR marks were distinctive and famous at the time Defendants registered and/or used the Domain Names.

76. Many of Under Armour's ARMOUR Marks were federally registered at the U.S. PTO at the time Defendants registered and/or used the Domain Names.

77. The Domain Names are identical, confusingly similar, and/or dilutive of Under Armour's ARMOUR Marks.

78. One or more of the Defendants are or were the registrant or the registrant's authorized licensee or user of each of the Domain Names.

**SEVENTH CLAIM FOR RELIEF**  
**Trademark Infringement Under**  
**Md. Code Bus. Reg. § 1-414 et seq.**

79. Under Armour repeats and realleges each and every allegation set forth in Paragraphs 1 through 78 of this Complaint.

80. Defendants' use, without the consent of Under Armour, of a reproduction and/or colorable imitation of Under Armour's registered UNDER ARMOUR mark in connection with the sale, offering for sale, and/or advertising of goods or services, is likely to cause confusion, or to deceive as to the origin of the goods or services, and thus constitutes trademark infringement in violation of Md. Code Bus. Reg. § 1-414 *et seq.*

81. Defendants' reproduction and/or colorable imitation of Under Armour's registered UNDER ARMOUR mark and application of that reproduction and/or colorable imitation to Defendants' advertising, labels, prints, receptacles, signs, or wrappers that are intended to be used with goods or services and/or in conjunction with the sale or other distribution of goods or services in Maryland constitutes trademark infringement in violation of Md. Code Bus. Reg. § 1-414 *et seq.*

**EIGHTH CLAIM FOR RELIEF**  
**Fraudulent Use or Imitation of Trade Name**  
**Under Md. Code Bus. Reg. § 1-415 et seq.**

82. Under Armour repeats and realleges each and every allegation set forth in Paragraphs 1 through 81 of this Complaint.

83. Defendants' PURPLE ARMOUR mark is the same as, or similar to, Under Armour's UNDER ARMOUR trade name as used in connection with its business in Maryland.

84. Defendants have used and promoted their PURPLE ARMOUR mark in connection with their business in Maryland, as described above, with the intent to defraud and/or imitate the UNDER ARMOUR trade name.

**NINTH CLAIM FOR RELIEF**  
**Trademark Infringement and Unfair Competition**  
**Under Maryland Common Law**

85. Under Armour repeats and realleges each and every allegation set forth in Paragraphs 1 through 84 of this Complaint.

86. Defendants' actions, as described above, are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendants with Under Armour, or as to the origin, sponsorship, or approval of Defendants, their products, and their commercial activities by or with Under Armour such that Defendants' acts constitute infringement of Under Armour's proprietary rights in its ARMOUR Marks, misappropriation of Under Armour's goodwill in those marks, and unfair competition under Maryland common law.

**JURY DEMAND**

Pursuant to Fed. R. Civ. P. 38, Under Armour respectfully demands a trial by jury on all issues properly triable by a jury in this action.

**PRAYER FOR RELIEF**

WHEREFORE, Under Armour respectfully requests that this Court enter judgment in its favor on each and every claim for relief set forth above and award it relief including, but not limited to, the following:

A. An Order declaring that Defendants' unlawful activities described above breach the 2009 Agreement; infringe and dilute Under Armour's ARMOUR Marks; and constitute false advertising, cybersquatting, and unfair competition under federal and/or state law, as detailed above;

B. A permanent injunction enjoining Defendants and their employees, agents, partners, officers, directors, owners, shareholders, principals, subsidiaries, related companies, affiliates, distributors, dealers, and all persons in active concert or participation with any of them who receive actual notice of the injunction by personal service or otherwise (including but not limited to domain-name registrars and Internet Service Providers (ISPs)):

1. From using, registering, or seeking to register their PURPLE ARMOUR mark/name, CHOOSE YOUR ARMOUR WISELY mark, and Domain Names in any form, including but not limited to in connection with any other wording or designs, and from using any other marks, logos, designs, designations, or indicators that are confusingly similar to or dilutive of Under Armour's ARMOUR Marks (including but not limited to any indicators that incorporate ARMOUR or ARMOR);

2. From registering or using in any manner, any domain name that incorporates Under Armour's ARMOUR Marks (including but not limited to the Domain Names), or any name, mark or designation confusingly similar thereto or dilutive thereof (including but not limited to any indicators that incorporate ARMOUR or ARMOR);

3. From representing by any means whatsoever, directly or indirectly, that Defendants, any products or services offered by Defendants, or any activities undertaken by Defendants, are associated or connected in any way with Under Armour or sponsored by or affiliated with Under Armour in any way;



4. From making the false and/or misleading statements detailed above and from otherwise mischaracterizing the nature, characteristics, and qualities of Defendants' and/or Under Armour's products or commercial activities;

5. From otherwise publishing, printing, or disseminating false, misleading, or deceptive statements regarding Under Armour, Under Armour's products, or Under Armour's business activities or Defendants, Defendants' products, or Defendants' business activities; and

6. From assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs B(1) through (5) above.

C. An Order directing the transfer to Under Armour or its designee of the Domain Names and all other domain names that Defendants own or control that contain or are identical or confusingly similar to Under Armour's ARMOUR Marks (including but not limited to any domain names that incorporate ARMOUR or ARMOR);

D. An Order directing Defendants to destroy all products, packaging, signage, advertisements, promotional materials, stationery, forms, and/or any other materials and things that contain or bear their PURPLE ARMOUR mark/name, CHOOSE YOUR ARMOUR WISELY mark, the Domain Names, and/or any other marks, logos, designs, designations, or indicators that are confusingly similar to or dilutive of Under Armour's ARMOUR Marks (including but not limited to any indicators that incorporate ARMOUR or ARMOR) in accordance with 15 U.S.C. § 1118 and other applicable laws, including but not limited to Md. Code Bus. Reg. § 1-414 *et seq.*;

E. An Order directing Defendant to retract and destroy all advertisements, commercials, and other materials containing: (1) any of the false or misleading statements complained of herein; and (2) any false, misleading, or deceptive statements regarding Under Armour, Under Armour's products, or

Under Armour's business activities, or Defendant, Defendants' products, or Defendants' business activities;

F. An Order requiring Defendant to pay Under Armour the cost for corrective advertising and/or to engage in corrective advertising in a manner directed by the Court;

G. An Order directing that, within thirty (30) days after the entry of the injunction, Defendants file with this Court and serve on Under Armour's attorneys a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

H. An Order requiring Defendants to pay statutory damages under 15 U.S.C. § 1117(d), on election by Under Armour, in an amount of two hundred thousand dollars (\$200,000) for the registration and use of the Domain Names;

I. An Order requiring Defendants to account for and pay to Under Armour any and all profits arising from the foregoing acts, and increasing such profits, in accordance with 15 U.S.C. § 1117 and other applicable laws, including but not limited to Md. Code Bus. Reg. § 1-414 *et seq.*;

J. An Order requiring Defendants to pay Under Armour damages in an amount as yet undetermined caused by the foregoing acts, and trebling such damages in accordance with 15 U.S.C. § 1117 and other applicable laws, including but not limited to Md. Code Bus. Reg. § 1-414 *et seq.*;

K. An Order requiring Defendants to pay Under Armour all of its litigation expenses, including reasonable attorney's fees and the costs of this action pursuant to 15 U.S.C. § 1117 and other applicable laws;


REDACTED

M. An Order requiring Defendants to pay Under Armour punitive damages under Maryland common law; and

N. Other relief as the Court may deem appropriate.

Dated: March 9, 2011

Respectfully submitted,

  
\_\_\_\_\_  
Laura Masurovsky (MD Bar 08192)  
Douglas A. Rettew  
Stephanie H. Bald  
FINNEGAN, HENDERSON,  
FARABOW, GARRETT & DUNNER, L.L.P.  
901 New York Avenue, N.W.  
Washington, D.C. 20001-4413  
(202) 408-4000 (phone)  
(202) 408-4400 (fax)  
Email: laura.masurovsky@finnegan.com  
Email: doug.rettew@finnegan.com  
Email: stephanie.bald@finnegan.com

Attorneys for Plaintiff  
Under Armour, Inc.